

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>I LOAD, INC.</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>No. 15 cv 10436</b>
	)	
<b>FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF EDGEBROOK BANK,</b>	)	
	)	<b>Judge John Z. Lee</b>
<b>Defendant.</b>	)	

**AGREED JUDGMENT ORDER**

This cause coming on to be heard pursuant to an Agreement between the Parties and with the Court being advised in the Premises,

**IT IS HEREBY ORDERED:**

1. Plaintiff's Complaint is voluntarily dismissed with prejudice;
2. Judgment is hereby entered in favor of the Federal Deposit Insurance Corporation, as Receiver of Edgebrook Bank ("FDIC") and against I Load, Inc., as to Counts I and II of the FDIC's Counterclaim in the total amount of \$503,302.01 (the "Full Value") consisting of \$452,906.67 in principal. \$33,564.73 in Pre-Judgment Interest from May 8, 2015 – October 31, 2016. (541 days) at 5% per annum, pursuant to the Illinois Interest Act, 815 ILCS 205/1 and \$16,830.61 in attorneys' fees and court costs incurred through October 31, 2016;
3. I Load shall pay to FDIC the sum of \$25,000.00 per month beginning on January 1, 2017 and continuing on the 12<sup>th</sup> day each month thereafter. So long as I Load timely makes its monthly payments to FDIC, the FDIC will forbear from taking any adverse post-judgment collection actions against I Load or any of its bank accounts or other assets. In the event I Load fails to timely make a monthly payment to FDIC, the FDIC may serve a Notice of Default upon I Load's Attorneys of Record, via email, and therein identify (i) the Event of Default, (ii) the means by which the Default can be cured and (iii) provide not less than fourteen (14) days from the date of the Notice for I Load to cure the Default (the "Cure Period");
4. If I Load timely makes each monthly payment to the FDIC (including the timely cure

of any Event of Default) and pays a total of not less than \$375,000.00 to FDIC in said timely payments, then, at that time, the FDIC shall file a Release and Satisfaction of Judgment with the Court and provide an original of the same, signed by the FDIC's Attorney of Record, to I Load's attorney, in recordable form;

5. In the event that I Load defaults in its payment obligations and fails to cure a default within the Cure Period, then the provisions of Paragraphs 3 and 4 will automatically terminate and will be of no further force and effect. In such event, the FDIC will be entitled to pursue such post-judgment collection actions as it deems fit to collect the Full Value of the Judgment, less payments made to date and Post-Judgment Interest and recoverable court costs and attorneys' fees;
6. Post-Judgment Interest shall accrue at a rate of 1.5% per annum until satisfied as provided herein;
7. Nothing in this Agreed Judgment Order is intended to be an admission of any liability by one party to the other and nothing contained herein shall be construed as any such admission;
8. This Agreed Judgment Order disposes of only the claims raised in the pleadings in this case. Nothing agreed to herein shall release, dispose of, limit or otherwise affect any other claims the parties may have against each other or any other judicial or administrative proceedings, whether civil or criminal in nature; and
9. This Agreed Judgment Order is final and appealable and no just cause exists to delay any appeal of the Order.

**AGREED TO AS OF THE 12<sup>th</sup> DAY OF JANUARY, 2017**

I LOAD, INC.

FEDERAL DEPOSIT INSURANCE COMPANY,  
as Receiver for Edgebrook Bank

By: /s/ Mark L. LeFevour  
Mark LeFevour  
One of the Attorneys for I Load, Inc.

By: /s/ Michael A. O'Brien  
Michael A. O'Brien  
One of the Attorneys for FDIC

**SO ORDERED:**

ENTERED: 1/12/17



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John Z. Lee

This Order prepared by:  
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